

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

15100

To HAVE AND TO HOLD, all and singular the said property unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as is stated hereinbefore); that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. The Mortgagor further covenants to warrant and forever defend all and singular the premises as herein conveyed, unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the time and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee as trustee of the trust herein created, on the first day of each month, until the said indebtedness is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor, and of which the Mortgagor is notified, less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment, shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof, to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

It is hereby agreed that the Mortgagee, as trustee of the trust herein created, shall have the right to sell, convey, or encumber the premises hereinabove described, or any part thereof, in whole or in part, at any time, without premium or fee, to satisfy the indebtedness secured hereby, and to execute and deliver all instruments necessary to carry out the purposes of this mortgage, and to take any action which may be necessary or proper to protect the interests of the Mortgagee, its successors and assigns, and to enforce the terms of this mortgage, and to do all things which may be necessary or proper to carry out the purposes of this mortgage, and to execute and deliver all instruments necessary to carry out the purposes of this mortgage, and to take any action which may be necessary or proper to protect the interests of the Mortgagee, its successors and assigns, and to enforce the terms of this mortgage.

1518 19